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Special arrangements for a long stay.
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THE Hotel is under European manage-
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All comforts of a home.
A most pleasant retreat for those desiring of
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Macao is 40 miles south-west of Hongkong.
Two steamers (S.S. Sui An and Sui Tin) daily to
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Hongkong, 4th October, 1903.

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CALL AND SEE THE **RACHALS-AUTO** PLAYER PIANO AT THE **BINSON PIANO CO., LTD.**

for the consideration of the Full Court under section 73 of the Criminal Procedure, 1899. Now the matter which is stated to be contained in the evidence of the Sergeant Wilden and it may be divided into three distinct parts. Firstly, the statement made by the prisoner in response to a question put to him by the sergeant. Secondly, the fact that the box was opened by the prisoner. Thirdly, the words "I searched the box and found a watch and chain"—and also the production of the watch and chain by the witness. Now the first objection taken on behalf of the prisoner was a general one. Mr. Slade stated that the police officer, not being armed with a warrant, acted illegally in:— - (a) entering the house; - (b) searching the premises; - (c) removing property he found there and that evidence of everything that happened subsequently upon the entry was inadmissible. It should have been explained. It was put to us although a police officer if he sees an indictable offence committed, may follow the offender to his house and arrest him on pursuit, yet at under no other circumstances may he enter the house without a warrant; and we were asked to reject the whole of the evidence obtained by the police officer. Now it is very desirable that at the general principles of law applicable to arrest without a warrant should be easily ascertained—clear and definite. A person who arrests another with a warrant usually does so because he must act instantly if he is to act at all and he ought to be in no doubt as to his own duties and liabilities. But unfortunately the details of the law on the subject are very complicated and its principles are not easy of comprehension. The statement of the law given in *III Russell on "Crimes"* p. 110 appears to be a fair summary of the views of the older authorities on the power of a police officer to enter a house without a warrant to break out doors to effect an arrest, as follows:—"Though a felony has been actually committed yet a bare suspicion of guilt against the party will not authorize a proceeding to this extremity unless the police officer notices armed with a warrant from a magistrate grounded on such suspicion. For where a person lies under a probable suspicion of felony and is not indicted it is said to be the better opinion that the breaking open outer doors in order to apprehend him cannot be justified—or at least be considered as done at the peril of proving that the party apprehended upon such suspicion is guilty. But a different doctrine appears to have formerly prevailed on this point—by which it was held that if there were a charge of felony laid before the constable, and reasonable ground of suspicion such constable might break open outer doors although he had no warrant." The law is here stated in somewhat general terms. In the reported cases the discussion seems usually to have been concerned with one of two questions. "The One—what would be the consequences to the surviving party if upon attempt to arrest without a warrant the officer killed the accused or was killed by him; in other words what would be the legal responsibility of the survivor? The other question—what would be the position of the officer on an action of trespass for breaking and entering would be a good defence. If without a warrant? I can nowhere find it suggested that the legal effect of a forcible entry would be to shut out evidence of what took place after the officer entered and in my opinion such a novel principle would require to be supported by the most unimpeachable authority. Now in the case before us it does not appear from the evidence nor was it suggested in argument that there was any "breaking" in the technical sense of the law."

(Continued on page 5.)

NOTICE

Communications respecting Advertisements, Subscriptions, Printing, Binding, etc., should be addressed to the Manager, Daily Press only, and special business matters to the Editor.

Advertisements and Subscriptions which are not ordered for a fixed period will be continued until countermanded.

Orders for extra copies of DAILY PRESS should be sent in before 11 a.m. on day of publication. After that hour the supply is limited. Only supply for Cash.

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Hongkong 18th June, 1938. 999

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Hongkong, 24th June, 1938. 991

DOUGLAS STEAMSHIP COMPANY, LIMITED.

FOR SWATOW, AMOY AND FOCHOW.

THE Company's Steamship

"HAITAN," Captain Robson, will be despatched for the above Ports on FRIDAY, the 26th inst., at 2 P.M.

For Freight or Passage apply to **DOUGLAS LARPAIK & Co.,** General Managers.

Hongkong, 23rd June, 1938. 998

"BEN" LINE OF STEAMERS.

NOTICE TO CONSIGNEES.

S.S. "BENEDICT," FROM ANTWERP LONDON AND STRAITS.

CONSIGNEES of Cargo are hereby informed that all Goods are being landed at their risk into the hazardous and/or extra hazardous Godowns of the Hongkong and Kowloon Wharf and Godown Company, Ltd., whence and/or from the wharves delivery may be obtained.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining undelivered after the 30th inst., will be subject to rent.

All Claims against the Steamer must be presented to the Undersigned on or before the 7th July, or they will not be recognized.

All broken, chafed, and damaged Goods are to be left in the Godowns, where they will be examined on the 30th inst., at 11 A.M.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by **GIBB, LIVINGSTON & Co.,** Agents.

Hongkong, 23rd June, 1938. 989

SITUATION WANTED.

YOUNG GERMAN, with the perfect knowledge of ENGLISH, FRENCH, ITALIAN and RUSSIAN, seeks SITUATION as Foreign Correspondent in the East, East or Colonies. **CONTINENTAL EXPORT CO.,** 75, Charing Cross Road, London.

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FRENCH TAUGHT entirely by Conversation and without translation by a Frenchman (a Teacher in Government Schools) and ENGLISH LESSONS by an English Lady.

Apply by letter to—**B. R.,** Care of "Daily Press" Office.

Hongkong, 18th November, 1936. 644

PRIVATE BOARD AND RESIDENCE

MRS. GILLANDERS

"CLAREMONT," 2 & 4, KENNEDY ROAD.

Hongkong, 9th February, 1937. 563

COLD STORAGE.

THE HONGKONG ICE COMPANY, LTD., have now 40,000 Cubic Feet of Cold Storage available at EAST POINT. Stores will be Open at 10 A.M. and 4 P.M. daily, Sunday excepted, to receive and deliver perishable goods.

G. K. HAXTON, Manager.

Hongkong 1st April, 1938. 43

STORAGE.

FOR COAL, TIMBER, &c.

TO BE LET, a Portion of MARINE LOT No. 395 at NORTH POINT, Suitable for above Purpose. EXTENSIVE WATER FRONT. DRAIN WATER.

Also FOR SALE.

Portions of MARINE LOTS Nos. 31 & 32 on PRAYA EAST. Approximately AREA 45,000 SQUARE FT. 999 YEARS' LEASE. For Particulars, apply—

GEO. FENWICK & Co., Ltd.,

Hongkong, 8th June, 1936. 184

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RATTAN AND GRASS FURNITURE MAKER.

CHAIRS, TABLES, SETTEES & LONG CHAIRS.

BAMBOO BLINDS, MATTINGS in all colours on Sale.

All Orders receive prompt attention.

59A, QUEEN'S ROAD CENTRAL, HONGKONG.

Hongkong, 20th February, 1938. 401

NOTICES OF FIRMS

NOTICE

MR. E. MARONARO having Resigned from our Firm has CEASED TO SIGN our Firm per procreation from This Date.

CARLOWITZ & CO.

Hongkong, 17th June, 1938. 972

NOTICE

WE, the Undersigned do hereby Notify that on the 12th February, 1937, we discontinued and ceased to hold Shares in the **MAN CHEUNG YUEN Firm** 萬祥源

of No. 159, Wing Lok Street West, Hongkong, established in 1894, and that **MR. UN LAI CHUEN**, the Manager after February 12th, 1937, formed a New Company to carry on the Business.

Among ourselves, **MAN SHUN-ON** formerly owned shares to the value of \$20,000; **WONG OI TONG**, \$40,000; **CHAN WO SHING**, \$10,000; **CHAN SHUN ON TONG** and **CHAN SHUN WO TUNG**, \$4,000; **CHUNG WAN KUNG**, \$5,000; **KUNG YUEN**, \$60,000; and **LAU WAI KWAN**, alias **KONG HING**, \$10,000.

On 13th February, 1937, the interest and responsibility of all the undersigned in connection with the said **MAN CHEUNG YUEN Firm** discontinued and ceased.

MAN SHUN-ON and **CHAN SHUN ON TONG** and **CHAN SHUN WO TUNG** are now the sole proprietors of the said **MAN CHEUNG YUEN Firm**.

CHAN WO SHING, Attorney for **WONG OI TONG** and **KUNG YUEN FIRM** and **CHAN WO SHING** and **LAU WAI KWAN** are now the sole proprietors of the said **MAN CHEUNG YUEN Firm**.

CHAN WO SHING and **LAM LUEN LING** are now the sole proprietors of the said **MAN CHEUNG YUEN Firm**.

HONGKONG, 26th May, 1938. 969

NOTICE

THE KUNG YUEN Firm 公源 of 203, and 205 Wing Lok Street West, Victoria, in the Colony of Hongkong, dealing in Annam Rice, which has been established for many years, HEREBY GIVE NOTICE that they will not hold themselves responsible for any debt contracted by the relatives of the shareholders of the Firm. All Bonds, Promissory Notes, &c., must be signed by both **LAP SHIU CHUEN** and **UN LAI CHUEN**, representatives of the shareholders, but not signed by one only of them.

All existing and future Bonds, Promissory Notes &c. bearing the chop of **KUNG YUEN**, unless they bear the signatures of both the aforesaid representatives, will be deemed null and void.

UN OI YU and **UN SHU CHUEN**, General Managers.

Hongkong, 27th May, 1938. 970

INTIMATIONS

WILL NOT REMOVE.

BY courtesy of the SECRETARY of the HONGKONG HOTEL, we will REMAIN HERE.

NOW SHOWING:

HOOSAIN-ALI & Co., 25, Queen's Road Central, Under Hongkong Hotel.

Hongkong, 1st June, 1938. 651

DR. M. H. CHAUN,

THE latest Method of the AMERICAN SYSTEM OF DENTISTRY.

33, QUEEN'S ROAD CENTRAL, U.S.A. From the University of Pennsylvania, U.S.A.

Hongkong, 17th April, 1937. 477

SURGEON DENTIST.

No. 10, D'AGUIAR STREET.

TERMS VERY MODERATE.

Consultation Free.

Hongkong, 21st September, 1935. 575

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IRON, STEEL, METAL and HARDWARE MERCHANTS. Wholesale and Retail Ironmongers. Pig Iron and Foundry Coke Importers. General Storekeepers and Shipchandeliers. 35 & 37, HING LOON STREET, (2nd Street, west of Central Market) Telephone No. 515.

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COAL DEPARTMENT

MARUNO-UCHI, TOKYO.

Cable Address, "IWASAKI," which applies to all Branch Offices. A.I., ABC 5th Ed., Western Union Codes used. All Letters to be Addressed:

MANAGER, MITSU BISHI CO.

BRANCH OFFICES: NAGASAKI, MOJI, KOBE, KATSU, SHANGHAI, HONGKONG, & HANKOW.

AGENTS: YOKOHAMA: M. ASADA, Esq. CHINKIANG: Messrs. SHAWING & Co. MANHAT: Messrs. McGOVERN & Co.

SOLE PROPRIETORS of Taihoku, Ochi, Namsan, Shipnew, and Hojo Collieries and

Sole Agents for MIYAO and KISHIDAKE COALS.

Y. SHIBUYA, Acting Manager, No. 2 Pedder Street, Hongkong.

AUCTIONS

PUBLIC AUCTION.

THE Undersigned have received instructions to Sell by Public Auction,

TODAY (WEDNESDAY), the 24th June, 1938, at 10 A.M., at H. M. NAVAL ESTABLISHMENTS, SUNDY OLD AND SURPLUS NAVAL AND VICTUALLING STORES,

Comprising—

OLD AND SURPLUS NAVAL STORES—CHAIN CABLE, WOOD BLOCKS, HOSES, TOOLS, OLD IRON & METAL, ELECTRIC CABLE, MATS and MATTINGS, WOOD BOXES, LEATHER, COAL SACKS, OLD INDIA RUBBER, OLD BOATS, FURNITURE, CARPETS, &c., &c., &c.

OLD AND SURPLUS VICTUALLING STORES—PROVISIONS, SEAMEN'S CLOTHING, BLANKETS, MESS TROUSERS, IMPLEMENTS, STAYES, and a Quantity of ELECTRO-PLATED ARTICLES, &c., &c.

Catalogues will be issued. Terms of Sale:—As Customary.

HUGHES & HOUGH, Government Auctioneers.

Hongkong, 6th June, 1938. 940

BY ORDER OF THE MORTGAGEE. PUBLIC AUCTION.

MR. GEO. P. LAMBERT Auctioneer, has received instructions to sell by Public Auction,

ON TUESDAY, the 30th day of June, 1938, at 12 o'clock Noon at his Sale Rooms in Duddell Street, THE VALUABLE LEASEHOLD PROPERTIES,

Known as Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9, SUN STREET.

Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, MOON STREET, Wanchoi, Hongkong.

The Properties consist of All those Pieces or Parcels of Ground situate at Victoria in the Colony of Hongkong and registered in the Land Office as Inland Lot Nos. 1450, 1523 and 1528 and have a total area of 18,548 square feet. Crown Rent \$278 per annum.

Particulars and Conditions of Sale may be had from the Vendor's Solicitors, Messrs. DEACON, LOCKER & DEACON, 1, Des Voeux Road Central, and also from

MR. GEO. P. LAMBERT, the Auctioneer.

Hongkong, 23rd June, 1938. 987

TO LET

FROM 1st MAY.

KOWLOON MARINE LOT 49, Yau-mat, Area 85,200 square feet and with 255 feet Sea Frontage. Especially suited for Storage of Coal, Timber, &c.

Apply to—**HUMPHREYS ESTATE & FINANCE CO., LTD.**

Hongkong, 18th January, 1938. 221

TO LET.

4 and 5-ROOMED HOUSES in Kowloon.

COMMODOUS SHOP in Des Voeux Road Central, Hongkong. Immediate possession. Moderate rentals.

Apply to—**HUMPHREYS ESTATE & FINANCE CO., LD.**

Hongkong, 2nd April, 1938. 648

TO LET.

GODOWN, No. 5A, DUDDELL STREET.

Apply to—**THE HONGKONG LAND INVESTMENT & AGENCY CO., LD.**

Hongkong, 1st June, 1938. 823

TO LET.

OFFICES in HOTEL MANSIONS.

Apply to—**HENRY HUMPHREYS,** Alexandra Buildings.

Hongkong, 1st May, 1938. 783

TO LET.

A HOUSE in KNOTSFORD TERRACE KOWLOON.

Apply to—**THE HONGKONG LAND INVESTMENT & AGENCY CO., LD.**

Hongkong, 1st June, 1938. 85

TO LET.

OFFICES and ROOMS on the 1st and 2nd Floors of No. 14, Des Voeux Road Central (formerly occupied by Messrs. SHEWAN TOMES & Co.)

Apply to—**THE COMPRAHORE DEPARTMENT, E. D. SARNOON & CO.,** Queen's Road Central.

Hongkong, 10th June, 1938. 947

TO LET.

NO. 2, MACDONNELL ROAD.

Apply to—**COMPRAHORE DEPARTMENT, Nippon Yusen Kaisha.**

Hongkong, 3rd June, 1936. 188

TO LET.

OFFICES in ALEXANDRA BUILDINGS.

Apply to—**SECRETARY, A. S. WILSON & Co., Limited.**

Hongkong, 23rd April, 1937. 131

TO LET.

FIRST Class European Houses, Lochiel Terrace and Humphreys Avenue, Kowloon.

Apply to—**TAM TSE KONG,** Care of Hip On Insurance, Exchange and Loan Co., Ltd., 42, Bonham Strand, West.

Hongkong, 1st October, 1937. 94

TO LET

TO LET.

THE ROOMS on the first floor of No. 34, QUEEN'S ROAD CENTRAL, (opposite the General Post Office). The Rooms are light, spacious and well ventilated. Very moderate rent. Immediate Possession.

Apply to—**YEE SANG FAT & CO.** Same address: Hongkong, 28th January, 1937. 270

TO LET.

FIRST FLOOR of No. 8, Queen's Road Central, comprising Six Large Rooms and Out-houses suitable for business Premises or Dwellings, lately occupied by **FRAN. BORNEMANN.**

Apply to—**DAVID SASSOON & Co., Ltd.** Hongkong, 7th April, 1938. 96

TO LET.

GOOD OFFICES at 2, PEDDER STREET.

Apply to—**JARDINE, MATHESON & Co., Ltd.** Hongkong, 28th May, 1938. 889

TO LET.

OFFICES on Top Floor No. 2, Connaught Road, facing the Cricket Ground. A HOUSE in Wong Nei Chong Road. A HOUSE in RYTON TERRACE.

No. 10, DES VOEUX ROAD CENTRAL, 1st floor.

HATHORBLIGH, Conduit Road. OFFICES in YONG BUILDING.

GODOWN in PRATA EAST, BLUE BUILDINGS and No. 16B, Des Voeux Road next to the HONGKONG HOTEL.

Apply to—**THE HONGKONG LAND INVESTMENT & AGENCY CO., LTD.** Hongkong, 1st June, 1938. 88

TO LET.

NOS. 27, 31 and 33, SEYMOUR ROAD. No. 61, CAINE ROAD.

Apply to—**SAM WANG CO., LTD.** 81, Queen's Road Central.

Hongkong, 22nd April, 1938. 180

TO LET.

"GLENWOOD" CAINE ROAD, suitable for a Boarding house or Club. Containing 28 Rooms.

2, BEACONFIELD ARCADE. Facing Parade Ground.

No. 1, COLLEGE GARDENS, Furnished. For 5 or 6 Months, cheap rental.

OFFICES in Bank Buildings, Top Floor. From 1st July, 1938.

BEACONFIELD ARCADE, Fine Offices and Dwelling Rooms.

DWELLING ROOMS and Offices in DUDDELL STREET.

No. 15, QUEEN'S ROAD CENTRAL, Top Floor, Over Caldwell MacGregor.

OFFICES in Queen's Road Central. BELLING TERRACE HOUSES, ROBINSON ROAD.

No. 3, CAMERON VILLAS, Peak. No. 3, DUDDELL STREET Shop. No. 2, DES VOEUX VILLAS (Peak).

Apply to—**LINSTEAD & DAVIS,** 3rd Floor, Alexandra Buildings.

Hongkong, 20th June, 1938. 189

FOR SALE

FOR SALE.

FINE SITE on the Bowen Road, ready for Building at a Cheap Price.

PERCY SMITH & SETH, Accountants & Auditors, &c., No. 5, Queen's Road Central.

Hongkong, 16th May, 1938. 853

FOR SALE.

COLLECTIONS OF USED POSTAGE STAMPS.

3,000 all different for ... \$85

2,000 do. ... \$35

1,500 do. ... \$25

1,000 do. ... \$15

AMERICAN PICTORIAL POSTCARDS, MECHANICAL ANIMALS, STAMP, POSTCARD and BIRTHDAY ALBUMS. And all other Philatelic Goods.

GRACA & CO., Hongkong Hotel, Corridor.

Hongkong, 9th May, 1938. 845

ON SALE.

BOUND VOLUMES of the HONGKONG WEEKLY PRESS, July to December 1937. With Index. Price \$7.50.

On sale at the "HONGKONG DAILY PRESS" Office.

Hongkong 26th February 1937

INSURANCES

AACHEN and MUNICH FIRE INSURANCE CO. OF AIX LA CHAPELLE.

THE Undersigned, having been appointed AGENTS for the above Company, are prepared to ACCEPT RISKS against FIRE at Current Rates.

REUTER, BROCKELMANN & CO., Agents.

Hongkong, 21st April, 1897. 114

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.

TOTAL FUNDS at 31st DECEMBER, 1936 \$17,837,119.

AUTHORIZED CAPITAL... \$3,000,000

SUBSCRIBED CAPITAL... 2,750,000

PAID-UP CAPITAL... 687,500 0

FIRE FUNDS... 8,886,720 19 8

The Undersigned, AGENTS for the above Company, are prepared to ACCEPT RISKS against FIRE at Current Rates.

SHEWAN, TOMES & CO., Agents.

Hongkong, 27th April, 1937. 1146

THE GLORUS INSURANCE COMPANY OF HAMBURG.

THE Undersigned, having been appointed AGENTS for the above Company, are prepared to ACCEPT RISKS against FIRE at Current Rates.

CARLOWITZ & Co., Agents.

Hongkong, 18th August 1936 28

BANKS

THE BANK OF TAIWAN LIMITED (INCORPORATED BY SPECIAL IMPERIAL CHARTER)

CAPITAL SUBSCRIBED Yen 5,000,000

(Continued from page 3.)

say would be taken down and used as evidence against him." A confession was thereupon made by the prisoner. Counsel for the prisoner stating that the question was whether the words addressed by the constable to the "accused" held out to him the promise or assurance of any worldly advantage, as the consequence of making a statement; or, of threat of harm to himself as the consequence of refusing to make a statement. The judges held unanimously that the nothing of the sort could be implied from the words used and they also held that the confession was rightly received in evidence because the prisoner must have known that he need say nothing unless he chose to do so. In the course of his judgment Pollock C. B. remarks:—"A simple caution to the accused to tell the truth, if he says anything, has been decided not to be sufficient to prevent the statement made being given in evidence. He is reminded that he need not say anything—but he is warned that his saying—less to him, than the admission to him that the truth has been coupled with any expression importing that it would be better for him to do so, it has been held that the confession was not receivable, the objectionable words being that it would be better to speak the truth, because they import that it would be better for him to say something. The true distinction between the present case and a case of that kind, is, that here it is left to the prisoner as a matter of perfect indifference whether he should speak by his mouth or not." Baron Parke says: "By the law of this country, a confession under the conditions admissible in evidence, it must be perfectly voluntary." Now, I refer to these judgments, especially to that of the Lord Chief Baron, because of the stress there laid on the importance of it being brought to the knowledge of the accused that he need not say anything at all, and I find there in the solution of a very difficult problem the proper construction of the word "voluntary." Here then we have a test suggested by the Chief Baron and Mr. Baron Parke. Applying that test to the materials before us, we find the prisoner in the position of a confession? We find that what was said to the prisoner was asked him whose box he was at liberty to answer or not as he thought fit and that if he replied the words of his answer would be proved against him at his trial? There are a number of earlier cases in which confessions made to the police or other persons in whose custody they were by the accused have been held admissible, on the ground that the negation of any inducement was conclusive evidence that the statements were voluntary. But as pointed out by the learned editors of Cox's Criminal Law Cases in a note to Regina v. Gurn, vol. 1, p. 10, the judges did not find it necessary to establish this proposition the Judges are by no means unanimous and almost all of them express disapproval of the practice while admitting its technical accuracy. In Reg. v. Kerr 8 C. & P. 176 Parke says:—"But I must say that in this particular case there does not appear to have been anything improper in the conduct of the policeman though treating it as a general question I think it should not be done." In Reg. v. Thornton Moody 27, the majority of the judges held the confession rightly received on the ground that the threat of punishment was not made by the Beat, Chief Justice Bayley and Holroyd, J. were of the contrary opinion. In Reg. v. Wild Moody 45, the judges, while unanimously of opinion that the confession was strictly admissible, much disapproved of the mode in which it had been obtained. Now, a sergeant of police is clearly an officer of public justice although a subordinate one. I find great difficulty in accepting the position that he may obtain evidence out of the prisoner's own mouth in the manner of which the Court disapproved and I think that the law is that such evidence may be used at the trial against the person who has furnished it. If the law really allows such statements to be obtained and the Courts, though disapproving, admit them as a proof of guilt it can not be blamable for a policeman to obtain them. He may, if the protest from the Bench have any weight, be endangering his own professional prospects; but he can conscientiously feel that he is promoting the cause of justice and the safety of the public.

There is a very interesting argument many modern decisions were cited to us on either side. One case in particular, Rogers v. Hawkins, (78 L.T. 856) was relied on both by Mr. Slade and by the Attorney-General. It was argued for the Crown that the decision being that of a Divisional Court was binding upon ourselves. While it is quite clear that the only English judgments binding upon the Court are those of the Privy Council, there is no doubt that we shall examine English decisions with very great respect and I desire to make a few remarks upon the more recent ones. It is very easy to select Rogers v. Brackenbury, 16 Cox, 628, (1893) with Reg. v. Gavin, 15 Cox, 637, (1885); or the ruling of Hawkins J. in Reg. v. Miller, 18 Cox, 54, (1885), with that of the same learned judge in Reg. v. Histed, 19 Cox, 17, (1898). Yet these four decisions were all delivered within the space of 13 years and were duly reported in Cox. When I come to compare Higgins v. Malt, (1893) 17 Cox, 689 with Rogers v. Hawkins, 78 L.T. (1898), 655, I find that Lord Russell in giving judgment in the latter case states the law regarding the observations of Cave J. in Higgins v. Malt as perfectly correct, the circumstances being that the owner of the house and cart might have seen it by no means easy to find any essential point of difference in their circumstances. If it were impossible to reconcile these two decisions I would merely say that I prefer the reasoning of Mr. Justice Cave to that of the Divisional Court. The former is in conformity with the principle recognized in Reg. v. Baily and supplied a clear and intelligible rule of universal application. But possibly in the later case the relative position of the parties may have had considerable weight in the judgment of the Divisional Court. The owner of the house and cart might have seen it well been aware that he was not under any compulsion to answer the question put to him and if so his replies might be held to be free and voluntary. Again it does not appear, that, though a police constable was present, the accused was at any time under arrest, or detention, or in any danger of anything of the kind. The charge again was for a petty offence punishable summarily with a maximum fine of 25; the accused was presumably a householder and the circumstances of the proceeding were by summons in the first instance and the only question I think the Court might well have held that the defendant was a free agent when he made the statement. I can see no other way of reconciling the decisions but I have endeavoured to do so in view of the express acceptance by Lord Russell of the clear and unambiguous judgment of Cave J. I may say I accept the law as laid down in R. v. Malt and I think it perfectly applicable to the circumstances of the case before us. I must here state that a police officer with a "posse" of men in the house and in the room in which the meeting before the prisoner was held, in the question the answer to which I am to give him his participation in an alleged murder. Now I am not suggesting that the police sergeant meant to act at all unlawfully—Nor again do I suggest that he thought he was doing anything illegal. He was merely doing what I expect many police officers do in similar circumstances. Perhaps he was not even thinking that the prisoner

were mightily used at the trial. But he was
 interrogating the accused under such circum-
 stances that I am not satisfied that the answer
 obtained was a voluntary one. Assuming that
 the box did belong to the prisoner and that he
 knew the watch was inside it can it be for an
 instant supposed that had he not been ques-
 tioned he would have volunteered the informa-
 tion that the box was his. It was pressed on
 us for the Crown that the prisoner was
 not taken into custody until after he had made
 the statement, and that in the course on ques-
 tions a charge had been drawn out of him re-
 specting the prisoner and those whom he is
 not under arrest. I admit that the distinction
 may often be a very real one. Voluntary state-
 ments may frequently be made to a police-
 officer by suspected persons who are unaware of
 his identity. Or again the circumstances
 might possibly be such as to make it appear
 that the answers of the accused were quite
 voluntary. In the present case, however, the
 distinction seems to lack actuality. It is im-
 possible to doubt that from the moment the
 police had entered the house the accused was
 for all practical purposes as much under re-
 straint as the prisoner, and I therefore do not
 make no doubt that if he had jumped up and
 attempted to escape he would have been at once
 secured and I think that he must have been well
 aware that he would not be allowed to leave the
 premises. Under these circumstances it seems to
 me that the sergeant had no right to put any
 questions to the accused, or certainly not, with-
 out previously administering a caution, and that
 consequently the answers returned by the
 prisoner cannot be shown to have been voluntarily
 given and are inadmissible against him. I
 venture to think that the English decision
 when weighed and considered as a whole seems
 to stand in complete contrast with the conclusion at
 which I have arrived. In any case it would
 have required very clear and unambiguous
 authority to lead me to reject the principle I
 find laid down in *R. v. Baldry*. Now the
 Attorney General argued therein if it were
 held that the statement of the prisoner was
 inadmissible *per se* it should nevertheless have
 been received in evidence because it led to
 the finding of the watch: the rule being that
 where property has been discovered in
 consequence of an inadmissible confession
 then the fact of the discovery of the
 property may be proved with so much of the
 confession as strictly relates to such fact. I
 fully admit the validity of the principle, which
 however I may here observe is not in itself
 sufficient to open the confession merely related
 to the ownership of the box and had no
 references whatever to the finding of the watch
 though it did tend to connect the watch when
 found with the accused. Had the question been
 —where is the dead man's watch and had the
 prisoner in reply indicated the box—then no
 doubt when the watch was found, evidence of
 the finding and, perhaps the statement which
 led to the finding would be properly admissible.
 It does not appear that the finding was a
 consequence of the prisoner's reply because it
 was submitted for the Crown and indeed seems
 probable under my own view that the Crown
 would have been satisfied with whatever the reply
 of the prisoner had been. On all grounds there-
 fore I must hold that the prisoner's statement
 was inadmissible and was wrongly left to the
 jury. I will next proceed to deal as briefly as
 possible with the remainder of the evidence
 which it is said was wrongly admitted; that is,
Secondly, the opening of the box by the
 prisoner. I fully admit the contention that
 acts or gestures may under certain circum-
 stances be as much a confession as spoken words
 and that the same test of their admissibility
 will then apply. But it must be quite clear
 that if any gesture or act is to be held to be
 an accompanying circumstance that it is quite
 evident that it is not amount to a confession
 at all, that it is not an admission of anything;
 then proof thereof cannot be objected to if it
 is otherwise relevant to the issue. Now here
 it is in evidence that Sergeant Wilton told
 the prisoner to open the box and that the prisoner
 did so. Would it under these circum-
 stances be possible for the jury to draw
 any inference as to the ownership of
 the box from the fact that the prisoner
 opens it? One man orders another to
 open a box—the other obeys, telling us that
 he opened it for the other, and we draw no
 inference of ownership thence? The action thus
 explained becomes perfectly colorless and un-
 objectionable, it is neither an admission nor
 confession, for it neither admits nor confesses
 anything at all. Then *Thirdly*: There is the
 evidence of Sergeant Wilton, "I searched the
 box and found a watch: and the watch and chain
 were then put in as an exhibit. Now it was
 said that the finding would not properly be
 proved and that the watch and chain ought
 not to have been put in as evidence against
 the prisoner. The evidence was objected to
 because either it was an admission or it was
 a confession of an inadmissible confession, or if it
 was not so found because the sergeant had
 acted illegally and improperly throughout. I
 will deal very shortly with this part of the
 argument. It is clear law that the fact that
 property has been discovered where the discov-
 ery takes place in consequence of an illegal
 confession may always be proved. See the
 case referred to in Phipps's Evidence p. 232
 and I would add to them the comparatively
 modern case of *Rex v. Bristan*, 6 Cox 388.
 If therefore the watch was found in consequence
 of the confession the finding of it is admissible.
 I have already said however that in my opinion
 the watch was not found in consequence of
 the confession. That being so, there any reason
 why the finding may not be proved as an in-
 dependent fact? I do not see that the police
 have done anything committing the police has
 anything to do with the matter, I think
 therefore that evidence of the finding of the
 watch was clearly admissible. I will now sum
 up the conclusions I have arrived at on this evi-
 dence: I find firstly: that the prisoner's statement
 "if the box belongs to me," was inadmissible.
 I find secondly that the evidence that the prisoner
 opened the box was quite unobjectionable: the
 act of opening being under the circumstances
 neither confession nor admission, but a perfectly
 colorless fact, part of the *res gestae*. Thirdly:
 The evidence of the finding of the watch was
 rightly admitted. I know of no legal principle
 on which it could have been excluded. It was
 suggested that the statement of the prisoner
 that the statement of the prisoner was in consequence of the
 case for the Crown, that he desired to omit
 it altogether and that had he been allowed to
 do so. It was still quite competent for the jury
 to infer from the box being in the prisoner's
 room, and quite close to his bed that it was in
 fact the prisoner's property. The Crown not
 depending on this statement and its admission
 not being of any possible benefit to the prisoner
 he maintained that it was the duty of the
 court to instruct the jury to disregard it
 altogether, or, even, if necessary, to discharge
 the jury and order a new trial. The
 Attorney General has argued that I suppose
 he felt bound to do so that as this piece
 of evidence was left to the jury against his ex-
 press desire—its inadmissibility cannot vitiate
 the verdict, more especially as without this
 statement there was sufficient legal evidence to
 support the finding of the jury. Now this was
 a matter depending on the point of view of the
 judge who tried the case. Had the learned
 Chief Justice taken the view I take of the

occurrences which make up this transaction. It would have been quite unnecessary to leave this confession to the jury. In my view, of course I may be quite wrong, the question and answer might perfectly well be treated as an isolated incident inadmissible in itself but on which nothing turned; and leading to nothing: in my view again the whole of the rest of the evidence was admissible. The Chief Justice, however, was not so satisfied. He said that it was not that no part of what happened within the house of the prisoner subsequently to the question put by the Sergeant was admissible in evidence at all, but in fact that the prisoner's statement; his opening of the box and the finding of the watch by the police officer all went to make up one continuous transaction which must stand or fall together. Now the finding of the watch was an integral part of the case for the Crown and the Court being unwilling to say that the Sergeant's question and answer could be properly admitted though it might as I imagine that the transaction should go to the jury as a whole, subject to the reservation of the point of law. Under these circumstances the law is in my opinion perfectly clear. There can be no doubt that a conviction is bad if evidence which is inadmissible has been allowed to go to the jury to the prejudice of the prisoner, even if without it, there was legal evidence amply sufficient to support a conviction. This is even though the objectionable evidence was not relied on by the Crown and was not previously volunteered by a witness, and though prisoners' Counsel raised no objection to its being received. The grounds of the principle shortly stated are that a Court of Criminal Appeal has no means of determining how far the jury is arriving at their decision have been influenced by the inadmissible evidence. I have no doubt therefore that the verdict cannot stand. Further there is no question that the finding of a watch alleged to be the property of one of the persons whose death formed the subject of this case was a material part of the case and the prisoner might have been accused by the jury as confirmation of the evidence of the informer against all the accused; and this being so the conviction must be quashed and all three prisoners must be discharged.

SIR D. SWETENHAM INQUIRS ALEXANDER.

"Is 'The Times' writer Sir D. Swettenham, therein a letter, from Mr. Joseph Alexander, on the opium question as it affects the Eastern Crown colonies and the Federated Malay States, and the writer refers to me as the multiplicity of people who are complaining that the House of Commons is taking their money?" Mr. Alexander is mistaken; I did not write to you as the multiplicity, or panopies, of any one, and I have heard no complaints that the House of Commons is taking the money of people in Hongkong, the Straits, the Federated Malay States, and Ceylon. I am not even aware that the House of Commons is in a position to take their money. I gather, however, from Mr. Alexander's letter that he thinks the House can do so, but he wishes you to understand that no colony can fairly object to a loss of revenue which is derived from one section of the community.

As Mr. Alexander appears to have visited the Malay Peninsula in the autumn of 1906, and another member of Parliament has been there, even more recently, it may seem preposterous of me to say anything that is in dispute. I did not wish to provoke a controversy, but the other reasons which have escaped Mr. Alexander. The fault is, no doubt, mine; but if I did not express myself quite so plainly as I might have done it was not an accident. I should, however, esteem it a favour if Mr. Alexander would say whether his statement that the Federated Malay States, "are governed by the Colonial Office and not by their Sultans" is made on the authority of the Secretary of State for the Colonies, or on that of the Sultans. Also, would he quote the name of the person to whom he refers to the House of Commons (or wherever it is) by the name of the House of Commons to Malays is prohibited, and say what other nationalities are included in the prohibition.

Mr. Alexander states that it is the opium smokers of the Straits and Malay States who "have appealed to the British Government to forbid their being any longer solicited by temptation which they find themselves too weak to resist." It may be so; but I find the language strange as coming from the opium smoker of the Chinese labouring population who are not usually found at public meetings, nor at anti-opium conferences, nor at the meetings of the members of the Chamber of Commerce at Singapore.

It is certainly curious that the opium smokers should never have raised their voices in this exceedingly bitter cry in the past; and it would be interesting to hear in what language they addressed the enthusiastic meetings to which Mr. Alexander refers.

Singapore and Penang—even the Federated Malay States—contain a considerable number of young Chinese who were born and educated in the colony, and hold views, often excellent, which would not be regarded with entire approval in China. The dress in a fashion of their own, dispense with the queue and, at their debating societies meetings, discuss the opium and other questions. It is just possible that the meetings referred to by your correspondent were organized by Chinese, who are not themselves opium smokers.

There is a great deal still to be said on the subject, a great deal to be carefully weighed. The question is sufficiently difficult even when you know something about it. Lord Ronald Dunsany and Sir Henry Blake have spoken and written of what they know, and their facts cannot be disregarded. I only suggested that, if the Imperial Government determines to act on the resolution of the House of Commons and issues orders to the Eastern Crown colonies to abolish the opium monopoly and give up all revenues derived therefrom, it will be easy, while gratifying most feelings, to share the cost of that gratification by excluding the colonies from the further contribution to the Imperial deficit.

Neither the Government itself, nor the refusal of the defence contribution (hitherto) derived in large part from the opium revenue, nor yet the enthusiastic meetings of Straits-born Chinese in favour of the suppression of the opium monopoly will put an end to the smoking, eating, or hypodermic injection of the drug. It is a mistake to look the issue by ignoring, mistaking, or distorting the facts.

LATEST STEAMER MOVEMENTS.

The British str. *Nanshan* left Saigon on the 22nd inst. for this port, and is due to arrive here on the 25th inst.

The str. *Ocean* is due here on Friday morning, the 25th inst., and will be ready to receive cargo immediately after arrival.

The Norwegian str. *Christian Bore* left Moji on 3rd inst. for this port, and is due to arrive here on or about the 25th inst.

The C.P.R. str. *Lenox* arrived Shanghai at 10 a.m. on Monday, the 22nd inst., and left again at 9 p.m. same day for Nagasaki, where she is due to arrive at noon to-day.

[illegible]

SCOTCH WHISKY.
SOLE AGENTS IN
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REMEMBER, THERE IS
NO LIGHT SO GOOD OR SO
CHEAP AS THE BRITISH-
MADE



This
WELSBACH
LIGHT IS
LIGHTEST.
See the
Trade Mark
"AUR."

Welsbach

The Welsbach guaranteed Gas burners, with Mantles of Welsbach Manufacture and Welsbach Artistic Fittings, make Welsbach not only the lightest but most beautiful of all lights.



THE WONDERFUL WELSBACH KERO BURNER No. 3. will give you a 75 candle power light at a lower gas consumption than any other burner in the world.

THE MANTLES to use with it are Welsbach "C" or "GX." The light standard of these Welsbach-made Mantles is lightest, and the fabric is strongest—"There are no Mantles so good as Welsbach."

Apply for particulars and catalogue of British-made Welsbach Mantles, Burners and Fittings to the Sole Agents of the Welsbach Incandescent Gas Light Co., Ltd., London

WILKS & JACK. LTD..

14, DES VEAUX ROAD CENTRAL, HONGKONG.

943

NOTICE

PUBLIC ATTENTION is drawn to the fact that at the present time many brands of **CONDENSED MILK** are being offered for sale, bearing labels to entirely representing that of the original "EAGLE" Brand Milk manufactured solely by **BORDEN'S CONDENSED MILK CO.**, of New York, as the only authorized to derive the purchasers of the real article.

As an additional protection, all purchasers of **BORDEN'S "EAGLE" BRAND MILK** are requested to note that every tin of same bears the signature of **GUTHRIE BORDEN**, the original manufacturer, on the label. **BORDEN'S "EAGLE" BRAND MILK** has the enviable reputation of being the milk par excellence and without a rival in point of view of quality and purity.

Owing to **BORDEN'S** special and exclusive process of manufacture both their "EAGLE" and "GOLD SEAL" Brands are specially recommended for use in tropical climates, they being guaranteed to keep better than any other Condensed Milk offered to the public.

For **BORDEN'S CONDENSED MILK CO.**,
CONNELL BROS. COMPANY.
 Sole Representatives in Hong Kong.

Hong Kong, 25th May, 1908.

POST OFFICE NOTICE

The *Deutch*, with the English mail of the 20th May, left Singapore on Friday, the 19th inst. at 6 p.m. and may be expected here to-day. This packet brings replies to letters despatched from Hongkong on the 18th April, and the parcel mails closed in London for despatch by the all sea route on the 20th May, and for despatch overland on the 27th May.

The *Enya* of Japan, with the Canadian mail left Shanghai on Monday, the 22nd inst. at 4.30 p.m. and may be expected here to-morrow, at 9 a.m.

FOR	PER	DATE
Quang Chow Wan	Kwong Foo	Wednesday, 24th, 9.00 A.M.
Ocean Island	Hikouan Maru	Wednesday, 24th, 9.00 A.M.
Swatow, Amoy and Anping	Shoshu Maru	Wednesday, 24th, 9.30 A.M.
Hongkong	Shoshu Maru	Wednesday, 24th, 11.00 A.M.
Shanghai	Kwong Foo	Wednesday, 24th, 1.00 P.M.
Hongkong	Shoshu Maru	Wednesday, 24th, 1.15 P.M.
Macao	Aldenharn	Thursday, 25th, 11.00 A.M.
Port Darwin, Thursday Island, Cooktown, Cairns, Townsville, Brisbane, Sydney, and Melbourne, Adelaide, Perth, Hobart, Launceston, and New Zealand	Sui Tai	Thursday, 25th, 1.15 P.M.
Yokohama, Kobe and Moji	Tyoboda	Friday, 26th, 10.00 A.M.
SHANGHAI, NAGASAKI, KOBÉ, SHIMIZU, YOKOHAMA, HONOLULU and SAN FRANCISCO	American Mail	Printed Matter and Samples, 10.00 A.M. Registration, 10.00 A.M. (Registration with late fee of 10 cents, up to 10.45 A.M.) Registration, K. loon B.O., 10.00 A.M. No late fee. 11.00 A.M.
Swatow, Amoy, and Foochow	Haitan	Friday, 26th, 1.00 P.M.
Macao	Sui Tai	Friday, 26th, 1.15 P.M.
Manila	Yuenang	Friday, 26th, 3.00 P.M.
Batavia, Cheribon, Samarang, Soerabaya and Meneassar	Tyoboda	Saturday, 27th, 10.00 A.M.
Manila	Zapfo	Saturday, 27th, 10.00 A.M.
Singapore, Penang and Calcutta	Kowloon	Saturday, 27th, 10.00 A.M.
Europe & India via Tainorin	Arcadia	Printed Matter and Samples, 10.00 A.M. Registration, 10.00 A.M. (Registration with late fee of 10 cents, up to 10.45 A.M.) Registration, Kowloon B.O., 10.00 A.M. No late fee. 11.00 A.M.
(Late Letters 11.00 A.M. to Noon Extra Postage 10 cents)		
(Supplementary mail on board up to the time fixed for departure of the mail Extra Postage 10 cents)		
(Letters posted in all the Pillar Boxes in time for the first clearance will be included in this contract mail.)		
The Parcel mail will be closed on Friday, the 26th inst. at 5 p.m.		

WE WANT YOUR OWN EXPERIENCE TO CONVINCE YOU.

SUN PILSENER BEER

TRY IT

H. RUTTONJEE & SON.

WINE & SPIRIT MERCHANTS.

Hongkong, 19th June, 1908.

JOINT STOCK SHARES.

COMPANY	PAID UP	QUOTATIONS
Hongkong, June 23rd		
Alhambra	Pe 200	Nominal
Banks		
Hongkong & Shanghai	\$125	\$723, sellers
National B. of China	26	\$51, buyers
Bell's Asbestos E.A.	12s. 6d.	\$73, sellers
China-Borneo Co.	\$12	\$103, sales
China Light & P. Co.	\$10	\$61, buyers
China Provident	\$10	\$91, buyers
Cotton Mills		
Ewo	Tls. 50	Tls. 55
International	Tls. 75	Tls. 81, sales
Loan Kung Mow	Tls. 100	Tls. 71
Soychoe	Tls. 500	Tls. 270
Dairy Farm	\$6	\$191
Docks and Wharves		
H. & K. Wharf & G.	\$50	\$51, sellers
H. & W. Dock	\$50	\$104, sellers
New Amoy Dock	\$84	\$94, buyers
Shanghai Dock	Tls. 100	\$115, 30 sellers
Shai & H. Wharf	Tls. 100	Tls. 231
Fenwick & Co. Geo.	\$25	\$13, sellers
Green Island Cement	\$10	\$103, buyers
Hongkong & C. Gas	\$10	\$175, buyers
Hongkong Electric	\$10	\$116, sales
Hongkong Hotel Co.	\$50	\$95, sellers
Hongkong Ice Co.	\$25	\$225, sales & b.
H.K. Milling Co. Ltd.	\$100	Nominal
In liquidation	\$10	\$25, buyers
Hongkong Rope Co.	\$10	\$25, buyers
Insurance		
Canton	\$50	\$235, sellers
China Fire	\$20	\$83, sales
China Traders	\$50	\$215, buyers
Hongkong Fire	\$25	Tls. 75, sellers
North China	\$100	\$790, sellers
Union	\$60	\$141
Yangtze	\$60	\$141
Land and Building		
Hongkong Land Inv.	\$100	\$98, sellers
Humphrey's Estate	\$10	\$10, buyers
Kowloon Land & B.	\$20	\$28, sales
Shanghai Land	Tls. 50	Tls. 124
West Point Building	\$50	\$48, sellers
Mining		
Charbonnages	Peas 250	\$670, buyers
Rauba	18/10	\$73, sellers
Peak Tramways	\$10	\$14
Philippine Co.	\$10	\$2, sellers
Refineries		
China Sugar	\$100	\$139, sellers
Luzon Sugar	\$100	\$22
Steamship Companies		
China and Manila	\$25	\$15, sellers
Douglas Steamship	\$50	\$5, buyers
H. Canton & M.	\$15	\$294, sellers
Indo-China S.N. Co.	\$5	\$40, sellers
Shell Transport Co.	\$21	\$22, sellers
Star Ferry	\$10	\$25, sellers
Do. New	\$5	\$15, sellers
South China M. Post.	\$25	\$23, buyers
Steam Laundry Co.	\$5	\$6, sellers
Stores & Dispensaries		
Campbell, M. & Co.	\$10	\$15
Powell & Co. Wm.	\$10	\$54
Watkins	\$10	\$10, sales & buy.
Watson & Co. A.S.	\$10	\$10, sales
Weissmann, Ltd.	\$100	\$150, buyers
United Asbestos	\$4	\$13, buyers
Do. Founders	\$10	\$150, buyers
Union Waterboat Co.	\$10	\$K 1, buyers

VESSELS EXPECTED.

THE ENGLISH MAIL.
The P. & O. str. *Despatch* left Singapore for this port on the 19th inst. at 6 p.m. with the outward English Mails, and is due here to-day at about 8 a.m.

THE GERMAN MAIL.
The I.G.M. str. *Prinz Waldemar* left Manila on the 22nd inst. at 4 a.m. and may be expected here to-day at 7 p.m.

The I.G.M. str. *Prinz Ludwig* carrying the German Mails with dates from Berlin of the 2nd inst. left Colombo on the 19th inst. p.m. and may be expected here on or about the 30th inst.

The I.G.M. str. *Kiel* left Kobe via Nagasaki and Shanghai on the 21st inst. p.m. and may be expected here on or about the 30th inst.

THE CANADIAN MAIL.
The C.P.R. str. *Empress of Japan* arrived Shanghai at 4.30 a.m. on Monday, the 22nd inst. and left again at 4.30 p.m. same day for Hongkong, where she is due to arrive at 9 a.m. to-morrow.

THE AMERICAN MAIL.
The O. & O. str. *China* is due to sail from Yokohama on the 20th inst., and will be due to arrive at this port on the 1st prox.

MERCHANT STEAMERS.
The N.Y.K. str. *Kawachi Maru* (European Line) left Singapore for this port on the 19th inst. and is expected here to-morrow.

The N.Y.K. str. *Tosa Maru* (American Line) left Kobe for this port via Moji and Shanghai on the 18th inst. and is expected here on 27th inst.

The E. & A. str. *Empire* from Sydney, &c., left Port Darwin on the 18th inst. for this port via Manila.

The Great Northern S.S. Co. str. *Minnesota* arrived at Yokohama from Seattle on the 15th inst. at 7 a.m., and is expected to arrive here on or about 2nd prox.

The str. *Indragama* sailed from New York on the 12th inst., and is due here on or about middle of July.

MITSU BISHI DOCKYARD AND ENGINE WORKS, YAGASAKI.

CODE WORD: "DOCK."
A.I. A.B.C. and Engineering Code Used
NEW DOCK NOW OPEN.
DOCK NO. 3.

Extreme Length ... 723 feet
Length on Blocks ... 714 "
Width of Entrance on Top ... 66 "
Width of Entrance on Bottom ... 84 "
Water on Blocks at Spring Tide 34 "

DOCK NO. 1.
Extreme Length ... 523 feet
Length on Blocks ... 513 "
Width of Entrance on Top ... 52 "
Width of Entrance on Bottom ... 71 "
Water on Blocks at Spring Tide 61 "

DOCK NO. 2.
Extreme Length ... 571 feet
Length on Blocks ... 560 "
Width of Entrance on Top ... 68 "
Width of Entrance on Bottom ... 33 "
Water on Blocks at Spring Tide 52 "

PATENT SLIP.
Suitable for vessels up to 1,000 TONS.

THE WORKS are well equipped with LATEST PLANTS and APPLIANCES to undertake BUILDING or REPAIRING SHIPS, ENGINES, and BOILERS, and also ELECTRICAL WORK.

A LARGE STOCK OF MATERIAL is always kept on hand.
The COMPANY has the powerful steamer "OURA-MARU" (712 tons, 700 I.H.P. specially built for SALVAGE PURPOSES) equipped with necessary gear, always ready Short Notice.

NOTICES TO CONSIGNEES.

FROM EUROPE.

THE H. A. L. Steamship

Captain Lanning, having arrived, Consignees of Cargo are hereby requested to send in their Bills of Lading for counter signature by the Underwriter, and to take immediate delivery of their Goods from alongside.

Optional Cargo will be forwarded unless notice to the contrary be given before To-day.

Any Cargo impeding the discharge or remaining on board after 4 p.m., the 24th June, will be landed at Consignees' risk and expense.

No Fire Insurance will be effected by us in any case whatever.

HAMBURG-AMERICA LINE.
Hamburg Office, 971
Hongkong, 18th June, 1908.

BOSTON STEAMSHIP COMPANY.

NOTICE TO CONSIGNEES.

STEAMSHIP "TREMONT"

FROM "TAOYMA" VICTORIA, YOKOHAMA, KOBE, MOJI, AND MANILA.

THE above Steamer having arrived, Consignees of Cargo are hereby requested to send in their Bills of Lading for counter signature and to take immediate delivery of their Goods from alongside.

Cargo impeding the discharge of the Vessel will be landed and stored at Consignees' risk and expense.

No Fire Insurance will be effected by us in any case whatever.

DODWELL & CO. LIMITED,
Agents.
Hongkong, 18th June, 1908.

"INDRA" LINE LIMITED.

NOTICE TO CONSIGNEES.

FROM NEW YORK VIA SUEZ CANAL.

THE Company's Steamship

having arrived from the above Ports, Consignees of Cargo are hereby informed that their Goods are being landed and stored at their risk in the Hongkong and Kowloon Wharf and Godown Company's hazardous and/or extra hazardous Godowns at Kowloon, where each Consignment will be sorted out mark by mark, and delivery can be obtained as soon as the Goods are landed.

Goods not cleared by the 25th inst. at 4 p.m. will be subject to rent.

No Fire Insurance will be effected by us in any case whatever.

All damaged packages must be left in the Godowns, and a certificate of the damage obtained from the Godown Company within ten days after the vessel's arrival here, after which no claims will be recognised.

Optional goods will be landed here unless instructions are given to the contrary before Noon, To-day.

JARDINE, MATHESON & Co.,
Agents.
Hongkong, 18th June, 1908.

AUSTRIAN LLOYD'S STEAM NAVIGATION COMPANY.

NOTICE TO CONSIGNEES.

FROM YOKOHAMA, KOBE AND SHANGHAI.

THE Company's Steamship

having arrived, Consignees of Cargo are hereby informed that Goods will be landed into the hazardous and/or extra hazardous Godowns of the Hongkong and Kowloon Wharf and Godown Co. Limited, whence delivery may be obtained.

No Claims will be admitted after the Goods have left the Godowns, and all Claims must be sent to the Office of the Underwriter before Noon on the 27th inst., or they will not be recognised.

No Fire Insurance has been effected, and any Goods remaining in the Godowns after the 27th inst. will be subject to rent.

Bills of Lading will be countersigned by **SANDER, WIELER & Co.,**
Agents.
Hongkong, 20th June, 1908.

"MOGUL" LINE OF STEAMERS.

NOTICE TO CONSIGNEES.

FROM MIDDLEBOROUGH, GLASGOW, LIVERPOOL AND STRAITS.

CONSIGNEES of Cargo are hereby informed that all Goods are being landed at their risk into the Godowns of the Hongkong and Kowloon Wharf and Godown Co., at Kowloon, whence and/or from the wharves delivery may be obtained.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining undelivered after the 29th inst. will be subject to rent.

All Claims against the Steamer must be presented to the Underwriter on or before the 22nd July, or they will not be recognised.

All broken, chafed, and damaged Goods are to be left in the Godowns, where they will be examined on the 24th inst. at 3 p.m.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by **DODWELL & Co. Ltd.,**
Agents.
Hongkong, 22nd June, 1908.

THE DIRECTORY AND CHRONICLE FOR 1908

Copies may be obtained at the "HONGKONG DAILY PRESS" Offices or from Booksellers throughout the Far East.

n 18 February '08. 383

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NOTICES TO CONSIGNEES.

INDO-CHINA STEAM NAVIGATION COMPANY, LIMITED.

FROM CALCUTTA, PENANG AND SINGAPORE.

THE Company's Steamship

having arrived from the above Ports, Consignees of Cargo by her are hereby informed that their Goods will be delivered from alongside.

Cargo impeding the discharge or remaining on board after 4 p.m., the 24th June, will be landed at Consignees' risk and expense.

No Fire Insurance will be effected.

Bills of Lading will be countersigned by **JARDINE, MATHESON & Co., Ltd.,**
General Managers.
Hongkong, 22nd June, 1908.

"GLEN" LINE OF STEAMERS.

NOTICE TO CONSIGNEES.

FROM ANTWERP, HULL, MIDDLESBORO, LONDON AND PORTS.

THE Steamship

having arrived from the above Ports, Consignees of Cargo by her are hereby informed that their Goods are being landed and stored at their risk in the Godowns of the Hongkong and Kowloon Wharf and Godown Co. Ltd. at Kowloon, where each Consignment will be sorted out mark by mark, and delivery can be obtained as soon as the Goods are landed.

Goods not cleared by the 28th June, will be subject to rent.

No Fire Insurance will be effected.

All damaged packages must be left in the Godowns, and a certificate of the damage obtained from the Godown Company within ten days after the steamer's arrival.

No claims will be recognised if not presented within 14 days of the ship's arrival.

MCGREGOR BROS. & GOW,
Agents.
Hongkong, 22nd June, 1908.

S.S. "CALEDONIAN."

COMPAGNIES DES MESSAGERIES MARITIMES

NOTICE.

CONSIGNEES of Cargo from London or Bordeaux via "Matapan" and "Dordogne" from Bordeaux via "Ville de Clotat" in connection with the above Steamer are hereby informed that their Goods, with the exception of Opium, Treasure and Valuables, are being landed and stored at their risk in the hazardous and/or extra hazardous Godowns of the Hongkong and Kowloon Wharf and Godown Co. Ltd. at Kowloon, whence delivery may be obtained immediately after landing.

Optional Cargo will be forwarded on unless intimation is received from the Consignee before Noon, To-day, requesting it to be landed here.

Bills of Lading will be countersigned by the Underwriter, Goods remaining unclaimed after MONDAY, the 29th inst., at Noon, will be subject to rent and landing charges.

All claims must be sent in to us on or before the 29th inst., or they will not be recognised.

All damaged packages will be examined on MONDAY, the 29th inst., at 3 p.m.

No Fire Insurance has been effected.

P. MALIN,
Acting Agent.
Hongkong, 22nd June, 1908.

VISITORS AT HOTELS.

HONGKONG HOTEL.

Mr. P. R. Adams
Mr. C. F. James
Mr. H. G. Batticomb
Mr. A. G. Little
Mr. S. Benson
Mr. J. D. Lloyd
Miss Disney
Mr. G. D. E. Black
Mr. A. B. Plann
Mr. T. Brayfield
Mr. J. H. Coleman
Mr. W. C. Bunner
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Mr. H. L. Condon
Mr. A. H. Crook
Mr. T. Darling
Mr. E. W. Fenn
Mr. Denman Fuller
Mr. E. T. Garnier
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Granger
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Capt. T. A. Hall
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Mr. G. W. Hayes
Mr. E. H. Haggis
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Mr. G. H. Corne
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Mr. J. O. Friedman
Mr. I. K. H. Hunt
Mr. A. H. Hunt
Mr. & Mrs. C. Ingpen
Miss (2) Ingpen
Mr. & Mrs. G. King
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Capt. U. Landholm
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Mrs. W. C. Passmore
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Dr. Bogage
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Dr. H. Schmid
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Mr. L. M. L. Stumm
Mr. D. W. Stevenson
Mr. & Mrs. H. T. Tilly
Mr. A. Velhagen
Mr. D. B. Walwright
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Miss C. U. Barker
Miss Barker
Miss C. Barker
Mr. W. Barker
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Mrs. H. Bussley
Mr. & Mrs. H. A. Baldo
& maid
Dr. & Mrs. Bellio
Mr. K. B. B. B. B.
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Mr. & Mrs. D. D. B. B.
Mr. & Mrs. E. E. B. B.
Mr. & Mrs. F. F. B. B.
Mr. & Mrs. G. G. B. B.
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Mr. & Mrs. I. I. B. B.
Mr. & Mrs. J. J. B. B.
Mr. & Mrs. K. K. B. B.
Mr. & Mrs. L. L. B. B.
Mr. & Mrs. M. M. B. B.
Mr. & Mrs. N. N. B. B.
Mr. & Mrs. O. O. B. B.
Mr. & Mrs. P. P. B. B.
Mr. & Mrs. Q. Q. B. B.
Mr. & Mrs. R. R. B. B.
Mr. & Mrs. S. S. B. B.
Mr. & Mrs. T. T. B. B.
Mr. & Mrs. U. U. B. B.
Mr. & Mrs. V. V. B. B.
Mr. & Mrs. W. W. B. B.
Mr. & Mrs. X. X. B. B.
Mr. & Mrs. Y. Y. B. B.
Mr. & Mrs. Z. Z. B. B.

TO-DAY.
Sail: Sundry Old and Surplus Naval and Vindictive Stores, at Naval Establishments, Messrs. Hughes & Hough, 10 a.m.

COMMERCIAL.

EXCHANGE CLOSING QUOTATIONS.

June 23rd.
ON LONDON—
Telegraphic Transfer 1/10
Bank Bills, at 30 days sight 1/10
Bank Bills, at 4 months sight 1/10
Credits, at 4 months sight 1/10
Documentary Bills 4 months sight, 1/10

ON PAKISTAN—
Bank Bills on demand 232
Credits, at 4 months sight 232

ON GERMANY—
on demand 188
ON NEW YORK—
Bank Bills on demand 45
Credits, at 60 days sight 46

ON BOMBAY—
Telegraphic Transfer 139
Bank, on demand 139
ON CALCUTTA—
Telegraphic Transfer 139
Bank, on demand 139
ON SHANGHAI—
Bank, at sight 74
Private, 30 days sight 74
ON YOKOHAMA—On demand 304
ON MANILA—On demand—Pesos 304
ON SINGAPORE—On demand 78
ON BATAVIA—On demand 114
ON HATYONG—On demand 84 p.m.
ON BANGKOK—On demand 83
ON HONGKONG—On demand 83
SOUTHERN BANK'S Buying Rate, \$10.65
GOLD LEAF, 100 fine, per tola \$56.00
BAR SILVER, per tola 254

SUBSIDIARY COINS.

Chicago—20 cents pieces \$8.77 discount.
" 10 " " " 9.30
Hongkong 20 " " " 8.60
" 10 " " " 8.60

FOR PROTECTION

of the bottoms of Cargo-Boats, Dredgers, Lighters, Junks of Piles Wharf and Dock-Timbers, i.e. of any kind of Woodwork temporarily or permanently submerged in Sea Water; as well as for Protection of all exposed Woodwork.

KENNON'S TEREDO-PROOF AND WOOD-ARMOR PAINT

A peerless Wood Preservative and insoluble Paint, gives in Sea-Water ABSOLUTE PROTECTION against the "Teredo" and all other Marine-Pore-Worms; will make Exposed Wood proof against the ATTACKS of the WHITE ANT, etc. It can be applied by ordinary unskilled labour.

For prices and further information apply to

GEORGE ROESE, (Roese Brothers) Swatow.
General Agents for the East.